

BY-LAWSOFBAY VIEW TERRACE CONDOMINIUM ASSOCIATION, INC.TABLE OF CONTENTS

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BY-LAWS
OF
BAY VIEW TERRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Bay View Terrace Condominium Association, Inc., hereinafter referred to as the "Association." The principal office of the association and the mailing address of the association shall be at 2525 South Shore Drive, Milwaukee, Wisconsin 53207, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Bay View Terrace Condominium Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

Section 4. "Unit" shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to First Savings Association of Wisconsin.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The first annual meeting of the members shall be held within one year from the date of Recording of the Declaration, and each subsequent regular meeting of members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is

of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS: Meetings of the unit owners shall be held at the principal office of the Property or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by delivering written notice, either personally or by mail at least 10 days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of 180 days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

Section 8. DEVELOPER'S CONTROL: Except as provided in ARTICLE IV, Section 1, below, Developer, or a person or persons authorized by him may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease three (3) years from the date the first Condominium Unit is conveyed by Developer, or thirty (30) days after the conveyance of seventy five percent (75%) of the common element interest to purchasers, whichever time occurs first.

Section 9. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any unit except for a Unit which Developer is using as a residence, Developer may use the common areas and facilities and any unsold units on such condominium property as may facilitate the completion and sale of all units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs.

ARTICLE IV

BOARD OF DIRECTORS SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of nine (9) Directors, only one (1) of whom need not be a member of the Association, except that the initial directors need not be members of the Association. Prior to the conveyance of twenty-five percent (25%) of the

forty-five (45) days after the expiration of any period of Developer Control, the Association shall hold a meeting and the Unit Owners shall elect an executive board of nine Directors and Officers, who shall take office upon election.

Section 2. INITIAL DIRECTOR: There shall be three initial directors who shall hold office until the first election as set forth in Section 1 and whose names and addresses are:

Leo T. Crivelo
5829 North Bay Ridge Avenue
Whitefish Bay, Wisconsin 53217

Bruce Tate
5006 North Santa Monica Blvd.
Whitefish Bay, Wisconsin 53217

Eli C. Frank
9360 North Broadmoor Road
Bayside, Wisconsin 53217

Section 3. ELECTION AND TERM OF OFFICE: At the meeting of the unit owners referred to in Section 1 above the term of office of three members of the Board of Directors shall be fixed at three years, the term of office of three members of the Board of Directors shall be fixed at two years and the term of office three members of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years. Except in the event of death, resignation or removal, each director shall hold office until his respective successor has been elected by the Unit Owners.

Section 4. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 5. COMPENSATION: No Director shall receive compensation for any service he may render to the Association as such. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to their other authority, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(d) Remove a member of the Board of Directors with or without cause;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the Property;

(h) Opening bank accounts on behalf of the Property and to designate the signatories required therefor;

(i) Purchase lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by the owners to the Board of Directors;

(j) Purchase units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all Unit Owners;

(m) Grant licenses for vending machines.

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Areas;

(i) suspend the voting rights of an Owner for any period not to exceed 60 days for any infraction of its published rules and regulations.

(j) Grant easements through or over Common Areas.

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium.

(n) Deny the right to vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The officers of this association shall be a President, Vice-President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period have such authority and perform such duties as the Board may, from time to time determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the oard. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the highest interest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Areas or abandonment of his Unit.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the

ARTICLE XII

SALE AND LEASE OF UNITS

Section 1. SALES AND LEASES. No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common areas and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Directors, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof if any; and (c) the interest of such unit owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

Any unit owner who receives a bona fide offer for the sale or lease of his unit, hereinafter called an "outside offer", which he intends to accept, shall give notice to the Board of Directors of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require, and shall offer to sell or to lease such unit to the Board of Directors, or its designee, corporate or otherwise, on behalf of the owners of all other units on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the unit owner who has received such offer, to the Board of Directors on behalf of the other unit owners, that such unit owner believes the outside offer to be bona fide in all respects. Within ten days after receipt of such notice, the Board of Directors may elect, by notice to such unit owner, to purchase or to lease such unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other unit owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the unit owner. In the event the Board of Directors shall elect to purchase or to lease such unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, the transaction shall close at the office of the attorneys for the Property not more than 45 days after the giving of notice by the Board of Directors of its election to accept such offer. At the closing, the unit owner, if such unit is to be sold, shall convey the same to the Board of Directors, or to its designee, on behalf of all other unit owners, by deed in the same form as was given for such unit upon the original conveyance by Declarant and shall pay all transfer taxes. In the event such unit is to be leased, the offering unit owner shall execute and deliver to the Board of Directors, or to its designee a lease between the unit owner, as landlord, and the Board of Directors, or its designee, as tenant covering such unit, on the terms and conditions contained in such outside offer. In the event the Board of Directors or its designee shall fail to accept such offer within ten days, the unit owner shall be free to contract to sell or to lease such unit, as the case may be to the outside offeror within 60 days after the expiration of the period during which the Board of Directors or its designee might have accepted such offer, on the terms and conditions set forth in the notice from the unit owner to the Board of Directors of such outside offer. Any deed to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the rules and regulations, as the same may be amended from time to time. Any lease to an outside offeror shall be consistent with these By-Laws and shall provide that it may not be modified amended, extended or assigned, without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord the owner, in the event of default by the tenant in the performance of the

the outside offer, or if such contract is entered into but not fulfilled, then the unit owner shall be required to again comply with all of the terms and provisions of this section in order to sell or to lease the unit.

Any purported sale or lease of a unit in violation of this section shall be voidable at the election of the Board of Directors.

Section 2. HOTEL. A Unit shall not be rented for transient or hotel purposes, which shall be defined as (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bell boy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils or telephone.

Section 3. RELEASE BY BOARD OF DIRECTORS OF RIGHT OF FIRST REFUSAL. The right of first refusal contained in Section 1 of this Article may be released or waived by the Board of Directors, in which event the unit may be sold, conveyed or leased, free and clear of the provisions of such section.

Section 4. CERTIFICATE OF TERMINATION OF RIGHT OF FIRST REFUSAL. A certificate executed and acknowledged by the Secretary of the Property, stating that the provisions of Section 1 of this Article have been met by a unit owner, or have been duly waived by the Board of Directors, and that the rights of the Board of Directors thereunder have terminated, shall be conclusive upon the Board of Directors and the unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any unit owner who has in fact complied with the provisions of Section 1 of this Article or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed \$10.

Section 5. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS. Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may levy an assessment against each unit owner in proportion to this ownership in the common areas and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Board of Directors.

Section 6. EXCEPTIONS. The provisions of Section 1 of this Article shall not apply with respect to any sale, lease or other conveyance by a unit owner of his unit to his spouse or to any of his children or to his parents or to his brothers or sisters, or any one or more of them, of a unit owned or designated by the Declarant, or to the acquisition, sale or lease of a unit by a mortgagee herein authorized who shall acquire title to such unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of such section shall apply with respect to any purchaser of such unit from such mortgagee.

Section 7. GIFTS AND DEVISES, ETC. Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restriction.

Section 8. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS. In the event that a unit shall be acquired by the Board of Directors or its designee, on behalf of all unit owners as tenants in common all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat, or the Articles the following shall apply:

(a) The provisions of the Act control over the provisions of the By-Laws, the Declaration, the Plat and the Articles.

(b) The provisions of the Declaration control over the provisions of the Plat.

(c) The provisions of the Declaration and the Plat control over the provisions of the By-Laws and the Articles.

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of at least sixty seven (67%) percent of the members at a regular or special meeting of the members.

ARTICLE XV

FISCAL YEAR

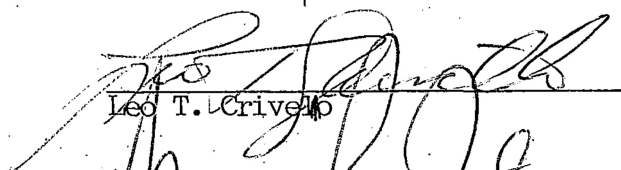
The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

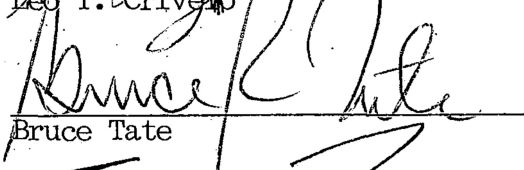
ARTICLE XVI

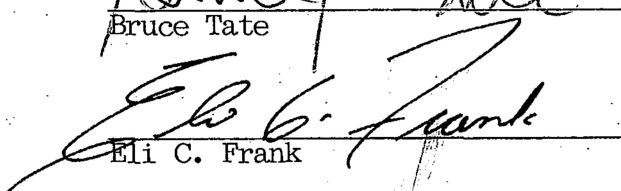
CORPORATE SEAL

The Association shall not have a seal; and where a seal be required, there shall be a notation thereon to the effect that the Association has no seal.

IN WITNESS WHEREOF, the Directors of BAY VIEW TERRACE CONDOMINIUM ASSOCIATION, INC., have hereunto set their hands this 14 of FEB, 1980.


Leo T. Crivello


Bruce Tate


Eli C. Frank

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the ☐ icon) or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Bay View Terrace Condominium Association, Inc.

How is the condominium association managed?

- What is the name of the condominium? Bay View Terrace Condominium Association, Inc.
- What is the association's mailing address? c/o Ogden & Company, Inc., Milwaukee, WI 53202
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Ogden & Company, Inc. Condominium Management
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 1665 N. Water Street, Milwaukee, WI; 53202
phone: 414-276-5285; website: www.ogdenre.com; e-mail: info@ogdenre.com
- For specific information about the management of this association, see Bylaws Art IV, V, VI, VII

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 1
- How many outside? 63 inside; 85 outside
- How many inside? 1 [check all that apply]
 - ☐ Common element
 - ☐ Limited common element
 - ☐ Included as part of the unit
 - ☐ Separate nonvoting units
 - ☒ Depends on individual transaction
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
 - ☒ No
 - ☐ Yes, in the amount of \$___ per

- ☒ Other: There is one parking unit for each living unit. Some parking units are deeded with the living unit, while others are Association owned and can be rented to the living unit.
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☒ No
☐ Yes - Where? _____
 - Are parking spaces assigned to a unit by deed?
☐ No
☒ Yes
 - Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
 - What parking is available for visitors? Street parking
 - What are the parking restrictions at this condominium? Use your assigned space(s).
 - For specific information about the parking of this condominium, see Rules & Regulations, Parking/Snow Removal

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Tank fish ONLY. With the exception of any Occupant/Owner at the time of the Declaration may keep a permitted pet as long as they are in continuous occupancy, either as an owner or tenant, of the Unit they occupied at the time of such recording.
- What are some of the major restrictions and limitations on pets? If grandfathered into the pet policy, only one pet is allowed, either domestic pet, dog, cat or caged bird of a maximum dimension in height of less than 14" and a maximum weight of less than 10 pounds.
- For specific information about the condominium pet rules, see Dec Art IV(5); Rules & Regulations, Pets (p. 11); Policies & Procedures (2017-2018) Pets and Service/Support Animals, p. 12

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Must be authorized by the unit owner or their designee, if Unit purchased on or after 1/1/2007, it can only be rented to a family member. All rentals must be registered with the BVT property manager.
- For specific information about renting units at this condominium, see Bylaws Art XII(1); Policies & Procedures (2017-2018), p. 13

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? pool
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?

☒ No

☐ Yes - What is the cost? \$

- For specific information about special amenities, see Policies & Procedures (2017-2018) Poolside Grills, p. 12; Swimming Pool, p. 15-16; Rules & Regulations Poolside Grills, p. 11; Swimming Pool, p. 14

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all interior surfaces of each living Unit, patio area windows and interior frame with respect to windows appurtenant to each Unit.
- For specific information about unit maintenance and repairs, see Dec Art IX (Party Walls); Amendment to Dec Ex A (Art IV(11)(c)); Rules & Regulations, Repairs p. 12; Policies & Procedures (2017-2018), Repairs p. 13

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: by the Association
- How are repairs and replacements of the common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Dec Art IV(11)(a); Rules & Regulations, Repairs p. 12; Policies & Procedures (2017-2018), Repairs p. 13
- How are repairs and replacements of the limited common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: Dec Art IV(11); Rules & Regulations, Repairs p. 12; Policies & Procedures (2017-2018), Repairs p. 13

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☒ Yes ☐ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Dec Art VII; the annual budget prepared by the Board of Directors of the Association
- Reserve Account balance: \$745,103.33, as of May 31, 2018

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
☒ Not applicable (no developer-owned units)
☐ No
☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
☐ No
☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☐ No ☐ Yes
- If yes, how many additional units may be added through expansion?
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Rules & Regulations, Construction/Contractors, p. 5; Policies & Procedures, Contructions/Contractors, pp.5-6
- Describe the rules, restrictions and procedures for enclosing limited common elements: Dec Art VIII
- For specific information about unit alterations and limited common element enclosures, see Dec Art VIII, Rules & Regulations, Construction/Contractors, p. 5; Policies & Procedures, Contructions/Contractors, pp.5-6

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Dec XI(4); Bylaws Art XIV

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☒ No
☐ Yes. If so, how much? \$

Does the Association charge a disclosure material fee:

- ☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or \$50.00 whichever is less pursuant to Sec. 703.20 (2) (a) Wis. Stat.

Does the Association charge a payoff statement fee?

- ☒ No, for one payoff statement good for a two-month period.
☐ Yes. If so, how much? \$
[X] Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4'), for each additional payoff requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on May 31, 2018 (insert date)

By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A Statutory Reserve Account” is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

This Executive Summary was developed and distributed by the Wisconsin REALTOR® Association (2004).

THIS MUST BE RECORDED PROMPTLY WITH THE COUNTY REGISTER OF DEEDS

United States of America

State of Wisconsin

Office of Secretary of State

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:15 PM

FEB 29 1980

REEL 1280 IMAGE 1227
REGISTER OF DEEDS

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING.

The undersigned, as Secretary of State of the State of Wisconsin, certifies that the attached is a duplicate of a document accepted and filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date of filing of said document.

Vel Phillips
VEL PHILLIPS
Secretary of State

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ARTICLES OF INCORPORATIONOFBAY VIEW TERRACE CONDOMINIUM ASSOCIATION, INC.TABLE OF CONTENTS

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ARTICLES OF INCORPORATIONOFBAY VIEW TERRACE CONDOMINIUM ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1

The name of the Association is Bay View Terrace Condominium Association, Inc.

ARTICLE 2.

The Period of existence shall be perpetual.

ARTICLE 3.

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Areas within that certain tract of property described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in Block Three (3) in the VILLAGE OF BAY VIEW OF LANDS OF THE MILWAUKEE IRON COMPANY in the Fractional North West One-quarter (1/4) of Section Ten (10), in Township Six (6) North, Range Twenty-two East, in the City of Milwaukee.

And to promote the health, safety and welfare of the residents within said property;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

ARTICLES

PAGE 3

such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy five percent (75%) of voting members;

(h) To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise.

ARTICLE 4

Location of the principal office is 2525 South Shore Drive, Milwaukee, Wisconsin 53207.

ARTICLE 5

Name of the initial registered agent is Eli C. Frank.

ARTICLE 6

Address of the initial registered agent is Suite 1200, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

ARTICLE 7

The number of Directors may be fixed by by-laws but shall not be less than three.

ARTICLE 8

The number of Directors constituting the initial board shall be three, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws.

ARTICLE 9

Names and addresses of the initial Directors:

Leo T. Crivelo
5829 North Bay Ridge Avenue
Whitefish Bay, Wisconsin 53217

Bruce Tate
5006 North Santa Monica Blvd.
Whitefish Bay, Wisconsin 53217

Eli C. Frank
2525 South Shore Drive

ARTICLE 10

MEMBERSHIP

The Developer, and every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; however, a member's voting rights may be assigned to a mortgagee as further security for a loan secured by a lien on a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE 11

VOTING RIGHTS

The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) Class B. The Class B member shall be the Developer and shall be entitled to one vote for each completed Unit owned and for each Unit under construction.

ARTICLE 12

DISSOLUTION

The Association may be dissolved with the assent of seventy five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 13

These articles may be amended in the manner authorized by law at the time of amendment.

Bay View Terrace

Policies and Procedures

2025 - 2026

Updates will be communicated by email, posted on the Ogden portal,
<https://wi.portal.ogdenre.com/Home/Login>, and the BVT Bulletin Board.

BAY VIEW TERRACE CONDOMINIUMS

Welcome to Bay View Terrace Condominiums 2025-2026 Policies and Procedures. These are guidelines and rules for high rise condominium living and are for everyone's mutual comfort and safety. Know that you are now part of a community.

Please read this booklet and keep it for reference. It is a living document and will change from time to time. Any changes made will be distributed to all unit owners via email and will be posted on <https://wi.portal.ogdenre.com/Home/Login> and the BVT Bulletin Board.

As this is your condominium association, any recommendations for improvement are always welcome.

BVT Board of Directors

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Balconies

Balconies are limited common areas. The concrete must remain in its original state and may not be carpeted or tiled.

Items that could fall off or cause injury (breakable or unbreakable) are not allowed.

Balconies are not to be used for storage.

Only electric grills are allowed due to Fire Department regulations regarding carrying and storing propane and other flammables in common areas.

Decorative objects like windsocks, flags and wind chimes are not permitted, nor are bird feeders, bird baths and bird houses. Plants must be placed on the balcony floor.

If an owner finds it necessary, the balcony walls and ceiling may be painted, at the owner's cost, with the approved type and color paint. Contact the Property Manager for further information and direction. Floors and railings may not be painted.

Bicycles

A limited number of assigned, non-transferable bicycle parking spots located in the underground parking garage are available for BVT residents on a first come first serve basis. Residents who would like to rent a bicycle parking spot must complete a Bicycle Application form, available in the office or on <https://wi.portal.ogdenre.com/Home/Login>, and return it in the office drop box. Only bicycles are to be stored in the bike area.

Bicycles outside of an assigned spot or without a designated decal will be removed.

BVT Personnel

BVT personnel (Building Maintenance Coordinator and Property Manager) have many duties. Although the Building Maintenance Coordinator is on-site Monday through Friday, he is often not in the office. Messages, including work orders, may be left in the lobby office door slot or on the BVT answering machine. In an emergency, call the BVT Property Manager to have someone paged. (See Appendix I, Important Contact Information) for the telephone numbers.

BVT personnel may not render services that are not a part of their assigned duties nor perform maintenance in individual units, either on or off duty. Admitting contractors and accepting deliveries are the owner's responsibilities. BVT personnel may enter a unit only in the event of an emergency or with permission.

Building Management

To oversee the management of Bay View Terrace, the Board contracts with a management company. (See Appendix I, Important Contact Information). The most efficient method of contact is by email.

The Building Maintenance Coordinator is on site and can be reached Monday through Friday at 414-483-2628, the BVT office telephone number.

See Appendix I, Important Contact Information, Emergency Calls, for **all** building maintenance emergencies including after-hours, holidays, and weekends. Your call will be answered by Reception or the answering service. The answering service or reception will notify the BVT Property Management team, and you will receive a response. BVT is charged for after-hours calls so if the matter can wait until the next business day, it should. Following are examples of emergencies:

- Elevator problem
- Garage door problem
- Fire alarms and water heater alarms
- No heat or air conditioning
- No power
- Common area doors not locking
- Safety issues related to snow/ice removal

Bulletin Boards

All bulletin boards in the mail area are for official BVT business only. Notices requiring more immediate attention will be posted in the elevators and/or emailed to unit owners. The laundry room bulletin board farthest from the entrance is for residents to post personal notices (items for sale, trade, etc.). The bulletin board closest to the entrance is for residents to post the business cards of recommended vendors who have provided excellent service.

Cable TV & Internet

All units are provided with Cable TV and Internet service via Bay View Terrace's bulk agreement, which includes Spectrum TV Select Plus, Entertainment View, and Sports View. Also included are two (2) HD Set Top Boxes per unit. Spectrum Internet standard package includes one (1) Cable Modem and one (1) Wi-Fi Router per unit. Any additions or changes in service to the bulk agreement would be at the unit owner's cost. To set up services please reach out to Spectrum Bulk Customer Service at: 1-855-326-5115.

Two apps are available for mobile devices: My Spectrum and Spectrum.

Carts

Carts stored in the designated area of the garage are for everyone's use. They may not be left in units, stairwells or hallways depriving others of their availability.

Return carts to the proper space in the garage. Carts are not to be used for moving, contractor use or construction purposes. There are specific carts available for contractors. Refer your contractor to the BVT Building Maintenance Coordinator.

Common Areas

Common areas and facilities are defined by BVT's governing documents and generally include whatever lies outside individual units such as land, roof, service equipment areas, elevators, hallways, lobby, laundry room, stairwells, party room, swimming pool and terrace walls and railings. (Declaration Article III). All common areas are designated as non-smoking.

Condo Association Fees

Association fees are due at the beginning of each month. A 10-day grace period is allowed. A late fee of \$50 will be applied for each delinquency. Please see Appendix IV, Collections Policy, for more details regarding collections. If you will be away for an extended time, it is suggested you pay in advance to avoid penalties. Owners who are more than 30 days delinquent forfeit their voting rights and their right to reserve and use the party room. Payments are accepted as follows:

- Schedule an automatic payment through your banking institution.
- Arrange for automatic withdrawals through the Management Company (see Appendix I, Important Contact Information).
- Make checks payable to Bay View Terrace Condominium Association. Write your unit and account number on the check and place in the drop box on the BVT office door, or mail to the payment address provided. (see Appendix I, Important Contact Information)

Construction, Renovation, Repair, Contractors

A \$500.00 deposit is required before any project in a unit begins. A Unit Construction/Renovation Approval Packet must be obtained from the BVT Building Maintenance Coordinator. This packet provides instructions and proper forms. Failure to abide by this procedure may result in a fine.

All projects must be approved by the Maintenance Committee **BEFORE** they begin. Note that fireplaces and bay window reconfigurations are not allowed. Hall doors may not be changed or altered. See the Unit Construction/Renovation Approval Packet for specifics.

Building water can only be shut off on the second and fourth Tuesday of the month. Any plumbing changes must include the installation of unit water shut off valves and access panel unless already installed.

Owners are responsible for any damage to other units or common areas caused by their contractors.

Common areas (underground garage, parking deck, dumpster area, halls, etc.) are not to be used as staging or work areas for repairs or construction. All materials and tools must be brought in through the underground garage so as not to damage the lobby.

Owners are responsible for their contractors. It is up to the owner to admit them into the building. Contractors must be given notice not to bring materials in through the lobby or owners could be fined up to \$500.

Owners shall provide their contractor with written instructions regarding permissible work hours and procedures. These instructions are documented in the Unit Construction/Renovation Approval Packet. All instructions should be given to contractors during the bid process. Because of some BVT restrictions, contractors could require additional time and expense to complete projects. Owners should also make sure that the contractors have the BVT office number (414-483-2628).

Contractors must adhere to BVT rules about elevators. Only the WEST elevator is used to move large items. It is equipped with hooks for installing the required protective pads which must be removed at the end of each day. A ceiling panel is removable only in this elevator. The BVT Building Maintenance Engineer will provide instructions to manually control the elevator, if necessary, to expedite moving a large quantity of material. Be considerate of others and release the elevator as often as possible. Arrange to obtain the elevator instructions and protective pads in advance with the BVT Building Maintenance Engineer.

Special carts are available for contractors. Contractors are to use the designated carts only.

Contractors may not park in alley spaces or anywhere on the parking deck. Material or other worksite delivery vans/trailers must not block alley access or entry into the garage. Contractors' vehicles left in the alley for extended periods of time are subject to parking violations from City Parking Inspectors.

Do not leave the garage, alley, or building entry doors open or unattended.

Owners must make sure that contractors keep common areas clean. If your project generates debris that could track onto the hallway carpeting, the contractor should use protective covering, not to remain on the carpet for longer than 14 days. **Construction debris must be disposed of offsite at**

Construction, Renovation, Repair, Contractors (cont'd)

owner expense. BVT personnel are not to remove any construction refuse. Owners may be billed at three times the cost of removal if owner is negligent.

Limit construction noise as much as possible. Noise must be limited to daytime hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., Saturday 9:00 a.m. to 3:00 p.m. Construction work is not permitted on Sundays.

Deliveries

Deliveries are the sole responsibility of the owner.

Delivery trucks may not park in alley spaces or anywhere on the parking deck. They must not block alley access or entry into the garage.

The garage, alley, or building entry doors must not be left open or unattended.

Large sized deliveries, such as furniture or appliances:

- Must be scheduled with the BVT Building Maintenance Coordinator in advance.
- Owners must be present.
- Must go through the garage.
- Only the West elevator is to be used. Protection pads, found in the basement locker room, must be used, and removed at the end of each day.
- Any damage to common areas will be repaired at the owner's expense.
- Debris must be disposed of off-site. Any cleanup will be at the owner's expense.

Elevators

Please use common courtesy when using elevators. Help keep the elevators clean.

In fire emergencies, the elevators will shut down. The "Fire/Escape Procedure" is posted on each floor by the elevators.

If an elevator stalls, do not panic. Push the CALL button located on the panel to use the telephone (speaker phone) to get assistance. Follow instructions and help will arrive.

Service animals/ESAs must be transported in the East elevator only.

Estate and Rummage Sales

Estate or rummage sales may not be advertised, promoted, or made open to the public. Notice of such sales for BVT residents, indicating specific date and time, can be posted on the bulletin board in the laundry room. This notice must be removed immediately afterward.

Fire Prevention

Although BVT is a poured-concrete building, it is not “fireproof.” The following precautions are required of all residents:

- Be careful with candles, paraffin lamps, stoves, microwaves, Christmas trees, cleaning fluids, cigarettes, cigars, pipes, and other fire hazards.
- Do not overload electric circuits or string electric wires under carpeting.
- Purchase an “ABC” type fire extinguisher for your unit. There is an extinguisher for emergency use in each hallway near the D unit.
- Install a smoke alarm in front of each bedroom. This is a state law requirement. Replace batteries as needed.

Fire regulations **prohibit** the following:

- Storage of **ANYTHING** in front of unit doors, hallways, stairwells, or utility rooms, including welcome mats, carts, trash, construction supplies, etc.
- Transportation of gasoline, kerosene, propane tanks or any other flammable liquids within the building
- Use of propane or charcoal grills on balconies
- Storage of flammables in the storage area cages and lockers
- Storage above a 24” clearance between items and ceiling in lockers

Fire Procedures

If the alarm sounds, stay calm, do not panic. If the alarm sounds around noon and only for a short time, it is probably a test of the system. All other times, follow these guidelines:

If there is a fire in your unit, dial 911 on your personal phone or a neighbor’s phone to report the fire. You must report your unit number and name as it appears in the lobby directory. Leave your unit and close the **unlocked** door behind you. Pull the fire alarm on your floor.

If there is a fire in the building and the alarm sounds, the fire department recommends **immediate evacuation**. Although BVT is of concrete construction, it is not entirely fireproof.

Fire Procedures (cont'd)

- Feel your door before leaving your unit. If hot, stay in your unit. See “unable to evacuate” instructions below.
- There is an evacuation map by each elevator.
- As you exit, if there is smoke, place a wet towel over your mouth and nose, crouch low or crawl to the stairwell. Only use a stairwell that does not have smoke and close the stairwell door behind you. If both stairwells have smoke, return to your unit. See “unable to evacuate” instructions below.
- **Do not attempt to use the elevators.** When the fire alarm rings, they are automatically called to the first floor and shut down.
- Exit the building through the first floor. Move away from the building to avoid getting hit by falling glass or debris.
- Return only when the fire department has given the “All Clear” and the alarm has been silenced.

If there is a fire in the building, the alarm sounds, and if you are **unable to evacuate**, the fire department recommends the following;

- Stay in your unit. Call 911 to report that you are unable to vacate. Report your unit number and name as it appears in the lobby directory.
- Close and unlock your entrance door.
- Place wet towels across the bottom of your entrance door and, if possible, all vents.
- Close all windows.
- Wait for assistance from the fire department. They will first get the fire under control and then provide any necessary help.

When the fire department gives the “All Clear,” the alarm will be silenced.

Hallways

According to fire regulations, nothing may be placed on hallway floors, including but not limited to, doormats, boots, and shoes. Board members inspect the hallways monthly and any items found on the floors will be discarded after notice is given to the unit owner.

Decorating of hallways must be approved by the Board.

Replacement of unit door hardware must conform with established standards and be approved by the Architectural Committee.

Realtor locks may be placed on door handles only.

Insurance

All owners are required to carry their own condominium owner's insurance for their unit. Owners are responsible for their unit from the drywall inward and all contents within. Refer to your insurance agent for more information regarding items such as water damage to units below originating from your unit.

Laundry Room

Washers and dryers are prohibited in units. The laundry room is open 24 hours a day for residents' use only. All machines are prepaid card accessible. Follow instructions on the card dispenser to receive and maintain your card.

Wi-Fi is available.

Laundry room etiquette:

- The machines are time-cycled. Remove laundry from machines in a timely manner. Laundry left in machines will be placed in a cart and removed to the storage room. The laundry could be discarded if not claimed within 24 hours.
- Do not use dyes in the washers.
- Keep the laundry room clean. Wipe up spills with paper towels provided.
- Leave washing machine doors open when not in use. Dryer doors should remain closed.
- Clean dryer lint traps after each use either by hand or with the vacuum cleaner.
- Use sheet-type softeners only in dryers.
- Folding tables and laundry carts are for clean clothes only.
- Carts are to remain in the laundry room.
- If a machine does not work properly, inform the BVT office of the machine number and the nature of the problem. There are service request sheets available in the laundry room. All requests for reimbursement or payment issues should be requested through WASH customer service at: 1-800-521-9938. Please see the signs posted in the laundry room.
- The laundry room bulletin board is for personal notices such as "lost and found" and "for sale" by unit owners. Notices must be dated and will be removed after 30 days.
- Return books borrowed from the laundry room library. Additional books are available in the hallway leading to the alley exit. Any contributions are welcome.
- Be considerate of others regarding television programs and volume.

Mailboxes

Each unit has a numbered mailbox located in the lobby. Owners are provided with two keys. Residents absent for an extended time can arrange with the letter carrier to hold their mail until they return.

Moving

Before moving in or out, first contact the BVT Property Manager. (See Appendix I, Important Contact Information). At least seven days in advance of your move, you must provide a \$500 deposit and a signed copy of the BVT Move Agreement to the BVT Building Maintenance Coordinator. If multiple moving dates are required, each date must be confirmed with the BVT Building Maintenance Coordinator. The Agreement can be obtained from the BVT Building Maintenance Coordinator or found on <https://wi.portal.ogdenre.com/Home/Login.com>.

Any damage to the elevators, elevator doors or any other parts of the building will be repaired at the owner's expense. In addition, owners will be charged if the cleanup has not been satisfactorily completed. Debris from the moving process must be disposed of off-site. BVT dumpsters may not be used.

BVT has two elevators, East and West. Because there is no freight elevator, only the West elevator may be used for moving and for large item deliveries. The West elevator is equipped with hooks for hanging protective pads which can be found in the basement locker room. These must be used when moving and taken down at the end of each day. Instructions to control the elevator in a manual mode will be provided by the BVT Maintenance Coordinator. The manual control access panel must always be kept closed to prevent damage.

Moving must be done through the garage. Moving vans (or delivery trucks) must park as close to the garbage corral as possible and are not to block alley access, entry into the garage, other parking spaces or neighboring garages. BVT is not responsible should the van or truck be ticketed. The garage door cannot be left open or unattended.

Moves are often scheduled when elevators are most in demand. For that reason, movers and contractors must release the elevator as often as possible so others may use it.

Noise

Noise is the most sensitive element of condominium living. In BVT, it penetrates mostly downward, sometimes upward and seldom sideways. Walls are more soundproof than floors and ceilings.

Footsteps and furniture moving on bare, uncarpeted floors will increase the noise level. If you are contemplating a wood or tile floor, you must install an insulating sound barrier made specifically for these floors. Obtain the Unit Construction/Renovation Approval Packet from the BVT office or on the Ogden portal for details and do not proceed until approval has been granted.

Do not use dishwashers and disposals before 7:00 a.m. or after 10:00 p.m.

Noise (cont'd)

Close doors quietly. Open windows can cause your door to slam.

Stationary bicycles, treadmills and rowing machines should have adequate padding underneath.

Confine construction noises to between 8:00 a.m. and 5:00 p.m. Monday through Friday, 9:00 a.m. until 3:00 p.m. Saturday and no construction noises on Sunday. Notify your neighbors and let them know how long your project might last.

The best way to determine if a high volume of stereo, radio or television disturbs your neighbors is to ask them. Low bass sounds are particularly penetrating and can be muffled by raising speakers off the floor.

If you are bothered by noise, please talk to your neighbor. If this does not resolve the issue, report the complaint to the police and inform the BVT Property Manager.

Parking

Parking spaces are deeded to individual units and are part of the limited common areas of the building. Parking vehicles in other than your assigned space may result in ticketing and/or towing. Vehicles should be parked between the inside lines of the parking space. Owners are responsible for keeping their space clean.

Although deck and alley parking areas are lighted for security, it is advisable to lock cars, remove valuables from sight, and immobilize steering wheels with safeguards and alarms.

Garage door openers may be purchased by any unit owner. The fob that opens the front lobby and alley doors will also open the garage door.

Overnight street parking (2:00 a.m. to 6:00 a.m.) requires a night parking permit or temporary permission, both acquired from the police department. Vehicles must park overnight on even numbered sides of streets on even numbered dates, odd numbered sides on odd numbered dates, except Sundays. The odd/even rule does not apply to South Shore Drive. Visit the Milwaukee.gov website or call the police department non-emergency number, 414-286-8300, for more details.

There is a **ten-minute parking limit** under the front door canopy. Do not block both lanes. The same rule applies to the garage loading and unloading lane. Vehicles may be ticketed and/or towed if past the time limit.

Delivery trucks may not block pedestrian and garage doors or block parking spaces in the alley.

Only licensed, operable vehicles may be parked in a BVT parking space. Parking spaces are not to be used for storage.

Four spaces for motorcycles are designated for rental, one motorcycle per space.

Failure to abide by the above procedures may result in a fine.

Party Room

The party room, not including the lobby and pool, is available for private parties by making a reservation on the Ogden portal or with the BVT Property Manager and leaving a \$100.00 deposit (at the BVT office). Reservations will not be accepted more than six months in advance and deposits will be returned after the party room is satisfactorily cleaned and there is no damage. The cost to repair any damage or cleaning will be charged to the owner. BVT supplies should not be removed from the party room. Unused food and beverages should be removed. Otherwise, they will be discarded. Keep the door closed during your function to prevent noise from disturbing residents or anyone else using the lobby. Wi-Fi is available.

Owners that are over 30 days delinquent on their association fees or special assessments forfeit their right to reserve the party room.

The Board conducts meetings and hosts resident parties occasionally and has priority on party room use. When the room is not used by the Board or by reservation, it is open for casual use. It is reserved for common use on Christmas Day and New Year's Eve.

Pets and Service/Support Animals

Pets are not allowed except for service animals as provided in our by-laws. Violations are subject to a fine. An emotional support animal request must comply with the Fair Housing Act, as amended in 1988, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act.

A formal request for an emotional support animal can be made by completing the Emotional Support Animal Policy packet which can be obtained from the BVT office or the Ogden portal. The request must be approved by the Board **before** the support animal is brought into the building. Failure to abide by the rules and procedures outlined in the Emotional Support Animal Policy Packet may result in termination of rights to maintain the animal in BVT.

Guests may not bring any animals, except service and support animals, into BVT. Residents must provide documentation in advance to the BVT office verifying the validity of the service/emotional support animal.

Service animals/ESAs must be transported in the EAST elevator only.

Plumbing/Drains

Use only biodegradable cleaners for drains, not sulfuric acids that will seriously damage pipes. Should drain problems persist, contact the BVT office. The cost of unplugging a clog is the responsibility of the owner unless the clog originates in the drain stack, in which case the Association is responsible. If the Association is to pay, the owner must provide the plumber's invoice stating the clog was in the drain stack.

Water damage to other units caused by appliances, water heater, running water or leaking pipes within the unit is the responsibility of the owner where the problem originated.

Water can only be shut off on the 2nd and 4th Tuesday of the month, so schedule plumbing work accordingly. The main water supply shut off valve in the unit must be replaced if the water in the building needs to be shut off. An inspection panel must be installed for access to the valve. If you have any questions, contact the Property Manager.

Poolside Grills

Access to grills is available from 8:00 a.m. to 10:00 p.m. Grilling on the poolside terrace must only be done on the grills provided by BVT. Share grilling space with others when busy. When finished grilling, turn gas valves off. Clean the grill with scrapers provided. Leave grill area and picnic tables clean for others. Any food transported between units and picnic area must be covered and in unbreakable containers.

Recycling/Trash

Put all garbage in tied plastic bags.

Put bottles, glass, tins, plastics, newspaper, and magazines in the designated recycle bins. All recyclables should be clean and rinsed of food or any other debris. Recyclables should be placed loose into recycling bins, not in plastic or paper bags. Soiled pizza boxes, shredded paper, and Styrofoam/packing materials are not recyclable. They must be bagged and placed in the trash. Cardboard boxes must be flattened and cut, if necessary, to fit in the bins.

It is your responsibility to arrange for the removal and disposal of large items. Large boxes like big screen TV boxes or other large, delivered items need to be cut down into pieces that will fit in the bins. Resource numbers are posted in the recycling room if you need assistance.

See Construction/Contractors and Moving sections for details regarding debris removal.

Christmas trees and wreaths moved into or out of the building must be wrapped or placed into a bag and must be disposed of offsite.

Hazardous waste materials, such as paint cans and cleaning product containers, must be disposed of off-site by the owner.

Renting a Unit

Rental of a unit is only allowed under the following circumstances, or a fine will be assessed:

- If an owner purchased the unit on January 1, 2007, or after, it can only be rented to a family member (parent, sibling, child, spouse, grandparent, or grandchild).
- It can only be authorized by the unit owner or their designee. Units may not be sub-let.
- All rentals must be registered with the BVT Property Manager. A copy of the lease must be provided prior to occupancy.
- All rental information, including the current lease and inhabitants of the unit with their contact information, must be kept up to date with the BVT Property Manager.
- The fine for short-term rentals is \$10,000.00 per day.
- The owner of record is responsible for the actions of the tenant.

Repairs

Owners are responsible for all repairs within their units, including plumbing, electrical and any plumbing or electrical that feeds only into their unit such as water heater and air handler.

Replacement of water heaters requires following specific instructions posted in utility rooms, available in the office and on the Ogden portal. Failure to follow these instructions may result in reinstallation and fine. Building water can only be shut off on the second and fourth Tuesday of the month and must be arranged with the BVT Building Maintenance Coordinator in advance. If the building water needs to be shut off for a repair, the unit main water supply shut off valve must be replaced. An inspection panel must be installed for access to the valve. If you have any questions, contact the Property Manager.

Any damage to BVT property resulting from a repair to a unit will be the responsibility of the unit owner. In addition, owners will be charged if any cleanup has not been satisfactorily completed. All work must be done within the confines of a unit. Common areas (underground garage, parking deck, dumpster area, halls, etc.) are not to be used as staging or work areas for repairs. All materials and tools must be brought in through the underground garage.

For minor common area concerns, use the maintenance forms located in the lobby by the office.

Security

Security is a collective effort by everyone. Do not allow entry to anyone unless you know the person. If you are expecting someone, confirm their identity on the telephone or television before entry. The lobby can be viewed on channel 955. Do not assume anyone is a resident or let strangers in as you use the outside doors. Ensure the entry doors close.

Cameras are installed in various locations. They are for surveillance only and are not routinely monitored. If you see any suspicious activity, contact the police.

Make sure the door between the garage and elevators closes securely behind you.

All fobs for the front, alley and garage doors are registered. Lost fobs must be reported to the BVT office immediately to be removed from the system. A replacement fob can be purchased for ~~\$25~~ \$35.

A duplicate of your unit key or lock passcode must be kept in the BVT office for emergency purposes.

If you lock yourself out of your unit and the BVT Building Maintenance Coordinator is not on-site, contact a locksmith. Note that Board members may or may not be able to help you.

Selling a Unit

The unit owner must notify the BVT Property Manager when the unit goes on the market.

The successful sale of units is important to all owners. Most area realtors are familiar with the few guidelines for sales. The BVT management company will be happy to provide those guidelines.

The owner or realtor should provide the names of new owners or tenants to the BVT Property Manager prior to moving. **It is the owner's responsibility to ensure the new residents receive copies of the BVT Policies and Procedures and the By-laws.**

Lock boxes are not allowed outside the building to gain entry to your unit. They are allowed on your unit door handle only.

No open house signs may be displayed outside on BVT property. An escort must accompany prospective buyers from the lobby to your unit.

Signs

Residents may not post signs of any type in common areas, including hallways, lobby entrances, elevators, windows, and land. Additionally, all signs posted in and around the building by Management or the Board of Directors are not to be removed, altered, or written on by residents or visitors without permission. Residents may post personal notices (lost and found, for sale, etc.) on the designated laundry room bulletin board. The notices should be dated and will be removed after 30 days.

Smoking

Smoking is not allowed in any common area, including but not limited to, the party room, stairwells, parking deck, basement, pool area or within 30 feet of any entrance into the building.

Snow Removal

Snow emergency rules may apply from December through February. Visit the Milwaukee.gov website or call the police department non-emergency number, 414-286-8300, for more details.

When there is over two inches of snow, aisles on the deck, in the alley, and driveways are plowed by 7:00 a.m. Deck and alley cars must be removed from 11:00 a.m. until 3:00 p.m. to allow all parking areas to be plowed. Failure to abide by this rule may result in a fine.

Soliciting

Soliciting by anyone for any reason, including candidates seeking election, is not allowed. Report any such activity to the BVT office or call the police. If you suspect criminal activity, call 911. Take note of any suspicious persons (description, floor visited, etc.).

Stairwells

BVT has two stairwells running from the basement to the top floor. The two entrances on each floor are marked with lighted EXIT signs. Nothing may be stored in the stairwells. They are not to be used as work areas. Doors must always be kept closed as they are fire doors.

Storage

Basement fenced lockers are allocated to each two-bedroom unit. Locker security is the user's responsibility. Fire regulations require a 24" clearance between storage items and the ceiling.

Bicycles may only be stored in the garage if they are registered and in the appropriate assigned spot.

Parking spaces are not to be used for storage.

"D" unit water heater rooms are considered limited common areas and cannot be used for personal storage.

Swimming Pool

Pool hours are 8:00 a.m. to 10:00 p.m. Doors and gates are locked at all times. The pool is usually cleaned prior to pool hours. The pool season is determined by the Board and is generally from Memorial Day to mid-October.

Access to the pool is through the back hallway door. The hallway door is kept locked for security. You will need your fob to open the pool gate and regain entry into the building.

The following BVT pool rules may exceed/supersede State of Wisconsin requirements:

- Residents are asked to use common sense and limit guests to four on the deck. An adult owner must always accompany guests.
- Diving is not allowed.
- Glass of any kind is not allowed in the pool and picnic areas.
- Diapers of any kind are not allowed in the pool; this includes disposable (adult, infant, and toddler), cloth and swim diapers. All children must be toilet trained to swim in the pool.

Swimming Pool (cont'd)

- Children under the age of fourteen must be with an adult resident or their designated caregiver.
- Smoking is not allowed.
- Headphones must be used with audio electronics.
- Use only waterproof suntan lotion.
- Noise and rowdiness are not allowed.
- Rafts and large inflatables are not permitted. Only noodles are allowed.
- People with colds and other infections cannot use the pool.
- Change into swimming and sunning clothing in your unit. Footwear, shirts, robes, or tops are required going to and from the pool. Going barefoot in common areas violates health codes. Dry yourself before entering the building.
- The pool is not to be used in conjunction with the party room. Pool parties are not allowed.
- When an owner is found to be responsible for expenses related to draining and refilling the pool or damage to the pool cover tarp, they will be charged accordingly. The cost to drain and refill the pool is estimated to be a minimum of \$850.

Violations of these rules could result in a fine.

Televisions/Entertainment Systems

Use of television and entertainment systems in the Party Room and Laundry Room is encouraged, but alternate entertainment devices, such as Roku, Apple TV, Amazon Firestick, or other streaming devices, if used, must be removed after use and all settings returned to normal as they were prior to use.

Windows

The outside facings of shades, draperies and mini blinds must be white for uniform exterior appearance. Nothing may be installed or attached to the outside of the windows or building. Screens are the responsibility of the unit owner. If replaced, they must be uniform with existing building screens. See the BVT Building Maintenance Coordinator for more detailed information before buying new screens.

Appendix I

Important Contact Information January 2025

Darrell Harvey, Maintenance Coordinator Mon-Fri 8 am-3 pm
P: 414-483-2628 E: bayviewterrace@ogdenre.com

Management Company Information: Ogden & Company, Inc.

Office Address:

Ogden & Co, Inc.
1665 N. Water St.
Milwaukee, WI 53202

*Hours vary, call for appointment

Payment Mailing Address:

Bay View Terrace Condo Assoc, Inc.
c/o Ogden Milwaukee
PO Box 98158
Phoenix, AZ 85038

Portal: <https://wi.portal.ogdenre.com/Home/Login>

App: Vantaca Home

For Building Maintenance Emergencies (including after-hours) call 414-276-5285

All Non-emergency maintenance issues should be submitted via the Ogden Portal, Vantaca HOME App, or contact the Administrative Support Department. Your request will be directed to the appropriate person to handle your issue promptly

Administrative Support Team P: 414-276-5285 E: condosupport@ogdenre.com
Jennifer Lemanski, Property Manager P: 414-270-1344 E: jenniferl@ogdenre.com

IN CASE OF A MEDICAL, FIRE, OR POLICE EMERGENCY: DIAL 911

Non-Emergency Milwaukee Police Department

Website: <https://city.milwaukee.gov/police/districts/District-6>

District 6 P: 414-933-4444

Community Liaison Officer P: 414-934-7198

Non-Emergency Milwaukee Fire Department:

Website: <https://city.milwaukee.gov/MFD>

P: 414-286-8999

Smoke Alarm Hotline: 414-286-8980

City of Milwaukee Parking: <https://city.milwaukee.gov/Parking/ParkingPermits>

- Temporary Night parking permission: Call (414) 286-8300

Night parking permits are \$55 annually, or \$20 per 4-month period. Purchase a permit online at <https://www.dsparkingportal.com/milwaukee> or at City Hall, the Ziedler Municipal Building, Milwaukee Police District Stations, Parking Violation Bureaus, or the City of Milwaukee Tow Lot.

Appendix II

Grievance Process

A grievance is an actual or perceived cause for protest or complaint by a unit owner or renter arising from an actual or perceived harm caused by the action taken by another unit owner or renter. This alleged action has the impact of imposing on the unit owner's or renter's ability to reside on the premises without fear or intimidation or be affected by known violations of building rules and regulations.

1. Grievances shall be reported to the Board of Directors formally via an email or letter within seven days of the action.
2. All grievances will be investigated by the Board. Responses to grievances will be provided to the complainant within seven days.
3. Any fines imposed will be payable by the violator according to the fine schedule.
4. A complainant who is unsatisfied with the resolution made by the Board may request an appeal to the Board within seven days of the response given.

Appendix III

Bay View Terrace Condominium Association, Inc.

RULES ENFORCEMENT AND APPEAL PROCEDURE RESOLUTION

WHEREAS the Board of Directors of Bay View Terrace Condominium Association, Inc. (the “Association”) has the power to “adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;” pursuant to Article VI, Section 1 (a) of the Bylaws;

WHEREAS there is a need to ensure that the members of the Association obey the Rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Appeal Procedure:

- a. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions, or restrictions (herein collectively "Condominium Documents"):
- b. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
- c. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- d. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- e. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

RULES ENFORCEMENT AND APPEAL PROCEDURE RESOLUTION (cont'd)

4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e., if alterations are made that cannot be restored to their original state.)*
1. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
2. **Attorney Fees**
 - a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
3. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by an Appeal Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within fourteen calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Appeal Committee within ten (10) days.
4. **APPEAL COMMITTEE RULES AND PROCEDURES:**
 - a. The Appeal Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
 - b. The Appeal Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
 - c. For any appeal hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
 - d. Members serving on any Appeal Committee must not be directly involved in the specific dispute at hand.
 - e. Upon receipt by the Appeal Committee of an appeal, the matter shall proceed as follows:

RULES ENFORCEMENT AND APPEAL PROCEDURE RESOLUTION (cont'd)

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place, and date of a hearing before the Appeal Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
3. The Hearing Section shall be open to only the Appeal Committee, the parties involved, their attorneys and witnesses.
4. The Determination and Decision Section of the meeting shall be open only to the Appeal Committee, and the attorney for the Association if so requested by the Appeal Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Appeal Committee, the appeal shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
6. If the alleged offender fails to appear, the complainant must prove his/her appeal and no presumption shall be made against the alleged offender for non-appearance.
7. The burden of proof shall be on the complainant to prove the appeal by a preponderance of the evidence.
- f. The decision of the Appeal Committee is final and binding. There shall be no further appeal of the Committee's decision absent evidence that:
 1. The award was procured by corruption, fraud or undue means;

RULES ENFORCEMENT AND APPEAL PROCEDURE RESOLUTION (cont'd)

2. There was evident partiality or corruption on the part of the Appeal Committee, or any of them;
3. The member of the Appeal Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
4. The Appeal Committee exceeded its powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Appendix IV

Collections Policy

The monthly assessment (association fee) is due on the first day of each calendar month. Owners who are more than 30 days delinquent forfeit their voting rights and their right to reserve and use the party room.

- If the assessment is not received within ten (10) days after the due date, it shall bear interest from the due date at the highest interest rate allowed by law. In addition, a late fee of \$50.00 will be assessed.
- If the assessment is more than thirty (30) days late, the unit owner will be contacted by telephone or letter by the BVT Property Manager.
- If the assessment is more than sixty (60) days late, a letter will be sent to the unit owner advising a Notice of Lien will be recorded in the Milwaukee, Wisconsin real estate records.
- If the assessment is more than ninety (90) days late, the delinquency will be referred to the Bay View Terrace attorney to record the Notice of Lien in the Milwaukee, Wisconsin real estate records and to move forward with collection proceedings. Such lien may be enforced by judicial foreclosure by the association in the same manner in which mortgages or real property may be foreclosed in Wisconsin. If a payment plan is accepted, the balance due must be paid in full within twelve (12) months.

Appendix V

Security Cameras Policy

The following shall apply to all security cameras placed by the Association in common areas:

- The Association Board members and property manager are the only parties who control access to the security cameras' video footage.
- No homeowner is allowed to view the footage, except as noted below.
 1. Board members and the property manager are only allowed to view the footage at their discretion for the purpose of addressing security threats and assisting in the prosecution of criminal conduct and/or governing document violations.
 2. For homeowners, if an incident occurs involving them, the Board can, in its sole discretion, share the footage with the homeowner and/or police investigator, but not provide a copy of the footage.

Appendix VI

Heating and Cooling

Bay View Terrace was built to operate on a two pipe Boiler/Chiller system to provide heating and cooling to all units in the building.

Notes about the BVT 2 Pipe System:

- Cannot simultaneously heat and cool.
- Heat will only work when outside temperatures are below 53 degrees.
- Cooling will only be available when outside temperatures are above 62 degrees.
- The heating/cooling system will NOT operate between 53 - 62 degrees.
- Must be manually switched from heating to cooling and vice versa.
- Heating System Requirements - Changing from Heat to Air Conditioning
 - Water temperature in supply/return pipes must be 70-80 degrees.
 - Water temperatures lower than 60 degrees can (shock) cause hair line cracks in the boiler heat exchangers
- Cooling System requirements - Changing from Air Conditioning to Heat
 - Water temperature in supply/return pipes must be 90-94 degrees.
 - Water temperatures hotter than 98 degrees cause condenser issues with premature refrigeration expansion that can lead to other components failure and leaks.
- Seasonal temperature fluctuations (especially Spring & Fall) may leave areas of the building uncomfortable.
- Heat only months (approximate) December - April - Chiller down
- Cooling only months (approximate) June - September - Boiler down
- When both heat and cooling systems are operational, it takes approximately 4+ hours to change service.
- Heat & Cooling (approximate) April - June & September - December
- The State of Wisconsin has a moratorium that prevents heat from being shut off. from November 1 - April 15.
- The City of Milwaukee requires that heat must be able to be maintained at a minimum of 67 degrees.

Appendix VII

Helpful Tips

1. Balconies – If your balcony has been enlarged and you wish to install an electric outlet, it must be installed by a licensed, insured electrician and you must have a ground fault. It may only be installed on the new framework, not the building concrete.
2. Construction/Contractors – Remove construction debris by using a sealed, rubber garbage can with wheels to protect the elevators and carpet.
3. Plumbing/Drains – To unclog drains, use vinegar and baking soda (75/25 mix). Put the baking soda into the drain first, then add vinegar. Run water 2-3 minutes after each use of the disposal.
4. When you leave your unit vacant for an extended time, ensure someone flushes the toilet and runs water in the kitchen and bathroom every two weeks. This will prevent water from escaping from the pipes, thereby avoiding flooding.
5. If you plan to be gone for an extended time, it is recommended you inform the BVT office.